

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
38-60 13TH ST PARTNERS LLC

Docket No: 22 CV 5876

Plaintiff,

- against -

ELI IDI a/k/a ELIAHU IDI

COMPLAINT

Defendant.
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Plaintiff by their attorneys, ROSEN LAW LLC for its complaint in this action, alleges as follows:

JURISDICTION AND VENUE

1. That the United States District Court for the Eastern District of New York has jurisdiction over the parties, pursuant to Title 28 of the United States Code §1332(a)(1) as the Plaintiff and Defendant are citizens of different states and supplemental jurisdiction pursuant to Title 28 of the United States Code §1167, which provides the District Court with jurisdiction based on diversity of citizenship.

2. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

3. The United States District Court for the Eastern District of New York has venue pursuant to Title 28 of the United States Code §1391(b)(2), as a substantial part of the events giving rise to the claim set forth in this complaint occurred within the Eastern District of New York, and the real property that is the subject of the action is situated within the Eastern District of New York. In addition, Defendant agreed in the Guaranty (defined below) to submit to the jurisdiction of the state courts of the State of New York, and the United States District Court sitting in the Eastern District of New York.

4. Plaintiff waives a jury trial, and Defendant agreed in the Guaranty (defined below) to waive trial by jury.

5. Defendant consented in the Guaranty (defined below) to service of process by certified or registered mail to such Guarantor's address as set forth in the Guaranty or in any other manner permitted by law.

6. This is an action for Defendant's breach of contract, to wit: a breach of the guaranty executed by Defendant in favor of Plaintiff wherein the Defendant guaranteed the payment of all rent that non-party NY International Student Residence, Inc. ("Tenant") agreed to pay to Plaintiff, which has been and remains unpaid.

7. The real property that Tenant leased from Plaintiff under the Lease (as defined below) is located at 38-60 13th Street, Long Island City, County of Queens, City and State of New York (the "Premises"), located within the Eastern District of New York.

AS AND FOR A FIRST CLAIM FOR RELIEF FOR BREACH OF CONTRACT

8. Plaintiff 38-60 13TH ST PARTNERS LLC is a limited liability company organized and existing under the laws of the State of New York with its principal place of business located in the County of Queens, City and State of New York, located within the Eastern District of New York.

9. The members of Plaintiff 38-60 13TH ST PARTNERS LLC are (i) 38-60 13th St LLC whose sole member is Abia Group LLC, all of whose members are citizens of and residents of the State of Georgia, and (ii) 13 Street Partners LLC, whose members are citizens of and residents of the State of New York.

10. Upon information and belief, Defendant Eli Idi a/k/a Eliahu Idi is an individual who is a citizen or and resident of the State of Florida, residing at 18201 Collins Avenue, Apt 5008, Sunny Isles Beach, State of Florida.

11. On or about December 13, 2016, Plaintiff as landlord and owner executed a lease agreement with Tenant, as tenant for the real property located at 38-60 13th Street, Long Island City, County of Queens, City and State of New York (the “Lease”).

12. To induce the Plaintiff to execute the lease with Tenant, Defendant (also hereafter referred to as “Guarantor” agreed to guaranty obligations of Tenant to Plaintiff under the Lease.

13. On or about December 13, 2016, Defendant executed a personal guaranty of the Lease in favor of Plaintiff (the “Guaranty”).

14. The Guaranty states that “Guarantor, as a principal of Tenant, will derive substantial benefit from the Lease”.

15. The Guaranty states that “Landlord would not have entered into the Lease unless Guarantor executed and delivered this Guaranty”.

16. The Guaranty states that Plaintiff “Guarantor hereby unconditionally and irrevocably guarantees to Landlord: (i) the due and punctual payment in full (and not merely the collectability) by Tenant of all Base Rent and Additional Rent due and payable under the Lease; and (ii) the full and timely performance and observance of all of the terms, covenants, conditions and obligations under the Lease. Guarantor hereby covenants and agrees to and with Landlord, that if default shall at any time be made by Tenant in the timely payment of Base Rent and/or Additional Rent, which default continues beyond any applicable period of notice and grace set forth in the Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, conditions and obligations contained in the Lease on Tenant's part to be

observed and performed, which default continues beyond any applicable period of notice and grace set forth in the Lease, Guarantor shall and will forthwith pay such Base Rent and Additional Rent to Landlord, and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and obligations and will also forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord in connection with or by reason of any such default and/or in the enforcement of the terms of the Lease and this Guaranty. Nothing contained herein shall diminish any of Landlord's rights against Tenant under the terms of the Lease.”

17. The Guaranty further states that “Guarantor acknowledges that Guarantor's liability hereunder is immediate and primary, and that Landlord, at Landlord's option, may join Guarantor in any action or proceeding commenced by Landlord against Tenant in connection with or based upon the Lease or any term, covenant or condition thereof, and recovery may be had against Guarantor in such action or proceeding or in any independent action or proceeding against Guarantor without Landlord first asserting, prosecuting, or exhausting any remedy or claim against Tenant.”

18. The Guaranty further states that “Guarantor acknowledges that this Guaranty is an absolute and unconditional guaranty of payment and performance and not merely of collection.”

19. Tenant failed to pay rent and other charges that Tenant owes to Plaintiff pursuant to the terms of the Lease for the Premises.

20. Defendant failed to pay the rent and other charges that Tenant owes to Plaintiff pursuant to the terms of the Lease for the Premises.

21. At all relevant times, Defendant was and is the person in control of the decision making for Tenant.

22. Tenant remains in possession of the Premises.

23. Plaintiff demanded that Tenant surrender possession of the Premises to Plaintiff, which Tenant refused such demand.

24. The Premises is presently vacant and not utilized and abandoned by Tenant.

25. Tenant has refused to surrender the Premises to Tenant.

26. Defendant has prevented Tenant from tendering and surrendering legal possession of the Premises to Plaintiff.

27. Upon information and belief, Tenant has stated that it would surrender the Premises to Plaintiff if Plaintiff would forego seeking any monies from Defendant on the Guaranty.

28. Defendant is obligated to Plaintiff to pay all rents, real estate taxes, insurance premiums, water and sewer charges and fines and penalties for violations issued by all governmental authorities against the Premises through November 30, 2037.

29. At all relevant times, Defendant made the decision for Tenant to refuse to surrender legal possession of the Premises to Plaintiff.

30. At all relevant times, Defendant directed Tenant to refuse to surrender legal possession of the Premises to Plaintiff.

31. At all relevant times, Defendant made the decision for Tenant to refuse to surrender legal possession of the Premises to Plaintiff, unless Plaintiff would forego seeking any monies from Defendant on the Guaranty for unpaid rents, real estate taxes, insurance

premiums, water and sewer charges and fines and penalties for violations issued by all governmental authorities against the Premises due from Tenant to Plaintiff.

32. Defendant has wrongfully and in bad faith caused the Tenant to refuse to surrender possession of the Premises, although the Premises is vacant, not utilized by Tenant and abandoned by Tenant at the present time.

33. Defendant intentionally, and in bad faith caused Tenant to refuse to surrender legal possession of the Premises to Plaintiff.

34. Defendant intentionally and in bad faith caused Tenant to remain in legal possession of the Premises although Tenant is not, and has not utilized the Premises since approximately April 2020.

35. Although Tenant abandoned possession of the Premises, Defendant has prevented Tenant from surrendering legal possession of the Premises to Plaintiff.

36. Defendant wrongfully and in bad faith prevented Tenant from surrendering possession of the Premises to Plaintiff.

37. Pursuant to the terms and conditions of the Lease, Tenant is required to pay to Plaintiff for all rents for the Premises.

38. Pursuant to the terms and conditions of the Lease, Tenant is required to pay to Plaintiff for all real estate taxes imposed by the City of New York on the Premises.

39. Pursuant to the terms and conditions of the Lease, Tenant is required to pay to Plaintiff for all insurance premiums for insurance for the Premises.

40. Pursuant to the terms and conditions of the Lease, Tenant is required to pay to Plaintiff for all water and sewer charges for the Premises.

41. Pursuant to the terms and conditions of the Lease, Tenant is required to pay to Plaintiff for all fines and penalties imposed by governmental authorities for the Premises.

42. The term of the Lease ends on November 30, 2037.

43. Defendant is liable to Plaintiff for all monetary obligations of Tenant to Plaintiff.

44. Tenant has failed to pay real estate taxes for the period April 1, 2020 through June 30, 2023 (being the tax year July 1, 2022 through June 30, 2023) for which Defendant is liable to Plaintiff in the amount to be determined at trial, but anticipated to be no less than \$548,040.36.

45. Tenant is liable to Plaintiff and therefore, Defendant is liable to Plaintiff for real estate taxes for the Premises through the end of the lease term, which is November 30, 2037, in the amount to be determined at trial, but anticipated to be no less than \$4,240,938.36.

46. Tenant has failed to pay insurance premiums for the Premises for the period April 1, 2020 through the date of this Complaint for which Defendant is liable to Plaintiff in the amount to be determined at trial, but anticipated to be no less than \$74,787.81.

47. Tenant is liable to Plaintiff and therefore, Defendant is liable to Plaintiff for insurance premiums for the Premises through the end of the lease term, which is November 30, 2037, in the amount to be determined at trial, but anticipated to be no less than \$408,238.87.

48. Tenant has failed to pay water and sewer charges for the Premises for the period April 1, 2020 through the date of this Complaint for which Defendant is liable to Plaintiff in the amount to be determined at trial, but anticipated to be no less than \$33,881.13.

49. Tenant has failed to pay for violations and penalties issued and imposed by the City of New York against the Premises for which Defendant is liable for the period April 1, 2020 through the date of this Complaint in the amount to be determined at trial, but anticipated to be no less than \$33,871.94.

50. Defendant is liable to Plaintiff for the rents, real estate taxes and insurance premiums due from Tenant to Plaintiff for the period April 1, 2020 through November 30, 2037.

51. The total amount due from Defendant to Plaintiff is the amount to be determined at trial but anticipated to be no less than \$37,713.747.03 (the “Gross Total”), and the net present value of the Gross Total due from Defendant to Plaintiff is no less than \$28,167,132.03, as set forth on **Exhibit “1”** to this Complaint, plus attorneys’ fees, costs and disbursements.

52. The Guaranty requires that Defendant pay to Plaintiff all costs including legal fees, costs and disbursements incurred by Plaintiff against Defendant and Tenant under the terms of the Lease and under the terms of the Guaranty.

53. By reason of the foregoing, Plaintiff demands judgment against Defendant in an amount to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus attorneys’ fees, costs, expenses and disbursements expended by Plaintiffs.

AS AND FOR A SECOND CLAIM FOR RELIEF FOR FRAUD

54. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “53” of this complaint, with the same force and effect as if more fully set forth at length herein.

55. Defendant made a representation of a material fact, to wit: that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff.

56. Defendant’s statement that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff was false.

57. Defendant knew that Defendant’s representation that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff was false when Defendant made such statement.

58. Plaintiff justifiably relied upon the statement made by Defendant that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff.

59. Plaintiff has been injured Defendant by Plaintiff’s reliance upon the statement made by Defendant that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff.

60. By reason of the foregoing, Plaintiff demands judgment against Defendant in an amount to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus attorneys’ fees, costs, expenses and disbursements expended by Plaintiffs.

**AS AND FOR A THIRD CLAIM FOR RELIEF
FOR FRAUDULENT INDUCEMENT**

61. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “60” of this complaint, with the same force and effect as if more fully set forth at length herein.

62. Plaintiff and Defendant had a special and/or privity like relationship.

63. Defendant had a duty to impart correct information to Plaintiff.

64. Defendant’s representation to Plaintiff that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff was incorrect.

65. Plaintiff reasonably relied upon the information provided by Defendant to Plaintiff that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff.

66. By reason of the foregoing, Plaintiff demands judgment against Defendant in an amount to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus attorneys’ fees, costs, expenses and disbursements expended by Plaintiffs.

**AS AND FOR A FOURTH CLAIM FOR RELIEF
FOR FRAUDULENT MISREPRESENTATION**

67. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “66” of this complaint, with the same force and effect as if more fully set forth at length herein.

68. Defendant made a misrepresentation of a material fact to Plaintiff.

69. The misrepresentation made by Defendant to Plaintiff that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff was false and known to be false by Defendant.

70. Defendant made the statement to Plaintiff that Defendant would pay monies to Plaintiff in the event that the Tenant failed to pay monies due under the Lease to Plaintiff was made for the purpose of inducing Plaintiff to rely on the statement made by Defendant which caused Plaintiff to enter into the Lease with Tenant.

71. Plaintiff justifiably relied on Defendant on the misrepresentation made by Defendant to Plaintiff.

72. Plaintiff has been injured by Defendant's fraudulent misrepresentation to Plaintiff.

73. Plaintiff suffered damages by the Defendant's fraudulent misrepresentation to Plaintiff.

74. By reason of the foregoing, Plaintiff demands judgment against Defendant in an amount to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus attorneys' fees, costs, expenses and disbursements expended by Plaintiffs.

AS AND FOR A FIFTH CLAIM FOR RELIEF
FOR TORTIOUS INTERFERENCE

75. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "74" of this complaint, with the same force and effect as if more fully set forth at length herein.

76. Defendant knew that Plaintiff had a business relationship with Tenant.

77. Defendant knew of the business relationship and the Lease between Plaintiff and Tenant and Defendant intentionally interfered with such business relationship by

preventing Tenant from surrendering possession of the Premises that Tenant was no longer using, causing Plaintiff to commence an action against Tenant to evict, and/or eject and/or remove Tenant from the Premises.

78. Defendant acted solely out of malice and/or used improper means by preventing the Tenant from surrendering possession of the the Premises after Tenant ceased using the Premises, which actions of Defendant amounted to an independent tort.

79. Defendant's interference with the business relationship between Plaintiff and Defendnat caused injury to the relationship between Plaintiff and Tenant.

80. By reason of the foregoing, Plaintiff demands judgment against Defendant in an amount to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus attorneys' fees, costs, expenses and disbursements expended by Plaintiffs.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

A. On the First Claim for Relief, judgment against Defendant in the sum to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus interest, costs, and attorneys' fees;

B. On the Second Claim for Relief, judgment against Defendant in the sum to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus interest, costs, and attorneys' fees;

C. On the Third Claim for Relief, judgment against Defendant in the sum to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus interest, costs, and attorneys' fees;

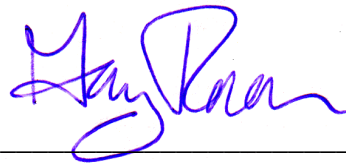
D. On the Fourth Claim for Relief, judgment against Defendant in the sum to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus interest, costs, and attorneys' fees;

E. On the Fifth Claim for Relief, judgment against Defendant in the sum to be determined at trial, but anticipated to be no less than \$28,167,132.03, plus interest, costs, and attorneys' fees; and

F. Costs, expenses, disbursements, and reasonable attorneys' fees in an amount to be awarded at trial; and

G. Granting such other relief as may be just and proper.

Dated: October 2, 2022
Great Neck, New York



Gary Rosen (GR-8007)
ROSEN LAW LLC
Attorneys for Plaintiff
38-60 13TH ST PARTNERS LLC
216 Lakeville Road
Great Neck, New York 11020
516-437-3400

Exhibit “1”

		(a) Unpaid Rent	(b) Actual and/or Anticipated Unpaid Real Estate Taxes as additional rent	(c) Actual and/or Anticipated Unpaid Insurance Contribution as additional rent	(d) Actual and/or Anticipated Unpaid Water Charges as additional rent	(e) Actual and/or Anticipated Unpaid Violations and Penalties as additional rent
Month	Year					
April	2020	\$ 114,975.00	\$ 315,635.56	\$ 23,071.31	\$ 33,881.13	\$ 33,871.94
May	2020	\$ 114,975.00	\$ -	\$ 1,666.67	\$ -	\$ -
June	2020	\$ 114,975.00	\$ -	\$ 1,666.67	\$ -	\$ -
July	2020	\$ 114,975.00	\$ -	\$ 1,666.67	\$ -	\$ -
August	2020	\$ 114,975.00	\$ -	\$ 1,666.67	\$ -	\$ -
September	2020	\$ 114,975.00	\$ -	\$ 1,666.67	\$ -	\$ -
October	2020	\$ 114,975.00	\$ -	\$ 1,666.67	\$ -	\$ -
November	2020	\$ 114,975.00	\$ -	\$ 1,666.67	\$ -	\$ -
December	2020	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
January	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
February	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
March	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
April	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
May	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
June	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
July	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
August	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
September	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
October	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
November	2021	\$ 120,450.00	\$ -	\$ 1,716.67	\$ -	\$ -
December	2021	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
January	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
February	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
March	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
April	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
May	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
June	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
July	2022	\$ 124,063.50	\$ 232,404.80	\$ 1,768.17	\$ -	\$ -
August	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
September	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
October	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
November	2022	\$ 124,063.50	\$ -	\$ 1,768.17	\$ -	\$ -
December	2022	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
January	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
February	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
March	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
April	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
May	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
June	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
July	2023	\$ 127,785.40	\$ 239,376.94	\$ 1,821.21	\$ -	\$ -
August	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
September	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
October	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
November	2023	\$ 127,785.40	\$ -	\$ 1,821.21	\$ -	\$ -
December	2023	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
January	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
February	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
March	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -

		(a) Unpaid Rent	(b) Actual and/or Anticipated Unpaid Real Estate Taxes as additional rent	(c) Actual and/or Anticipated Unpaid Insurance Contribution as additional rent	(d) Actual and/or Anticipated Unpaid Water Charges as additional rent	(e) Actual and/or Anticipated Unpaid Violations and Penalties as additional rent
Month	Year					
April	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
May	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
June	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
July	2024	\$ 131,618.85	\$ 246,558.25	\$ 1,875.85	\$ -	\$ -
August	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
September	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
October	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
November	2024	\$ 131,618.85	\$ -	\$ 1,875.85	\$ -	\$ -
December	2024	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
January	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
February	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
March	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
April	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
May	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
June	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
July	2025	\$ 135,567.52	\$ 253,955.00	\$ 1,932.12	\$ -	\$ -
August	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
September	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
October	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
November	2025	\$ 135,567.52	\$ -	\$ 1,932.12	\$ -	\$ -
December	2025	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
January	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
February	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
March	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
April	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
May	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
June	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
July	2026	\$ 139,634.55	\$ 261,573.65	\$ 1,990.09	\$ -	\$ -
August	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
September	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
October	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
November	2026	\$ 139,634.55	\$ -	\$ 1,990.09	\$ -	\$ -
December	2026	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
January	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
February	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
March	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
April	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
May	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
June	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
July	2027	\$ 143,823.58	\$ 269,420.86	\$ 2,049.79	\$ -	\$ -
August	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
September	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
October	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
November	2027	\$ 143,823.58	\$ -	\$ 2,049.79	\$ -	\$ -
December	2027	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
January	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
February	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
March	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -

		(a) Unpaid Rent	(b) Actual and/or Anticipated Unpaid Real Estate Taxes as additional rent	(c) Actual and/or Anticipated Unpaid Insurance Contribution as additional rent	(d) Actual and/or Anticipated Unpaid Water Charges as additional rent	(e) Actual and/or Anticipated Unpaid Violations and Penalties as additional rent
Month	Year					
April	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
May	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
June	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
July	2028	\$ 148,138.28	\$ 277,503.49	\$ 2,111.28	\$ -	\$ -
August	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
September	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
October	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
November	2028	\$ 148,138.28	\$ -	\$ 2,111.28	\$ -	\$ -
December	2028	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
January	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
February	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
March	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
April	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
May	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
June	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
July	2029	\$ 152,582.42	\$ 285,828.59	\$ 2,174.62	\$ -	\$ -
August	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
September	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
October	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
November	2029	\$ 152,582.42	\$ -	\$ 2,174.62	\$ -	\$ -
December	2029	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
January	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
February	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
March	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
April	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
May	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
June	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
July	2030	\$ 157,159.89	\$ 294,403.45	\$ 2,239.86	\$ -	\$ -
August	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
September	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
October	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
November	2030	\$ 157,159.89	\$ -	\$ 2,239.86	\$ -	\$ -
December	2030	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
January	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
February	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
March	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
April	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
May	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
June	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
July	2031	\$ 161,874.68	\$ 303,235.55	\$ 2,307.06	\$ -	\$ -
August	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
September	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
October	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
November	2031	\$ 161,874.68	\$ -	\$ 2,307.06	\$ -	\$ -
December	2031	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
January	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
February	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
March	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -

		(a) Unpaid Rent	(b) Actual and/or Anticipated Unpaid Real Estate Taxes as additional rent	(c) Actual and/or Anticipated Unpaid Insurance Contribution as additional rent	(d) Actual and/or Anticipated Unpaid Water Charges as additional rent	(e) Actual and/or Anticipated Unpaid Violations and Penalties as additional rent
Month	Year					
April	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
May	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
June	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
July	2032	\$ 166,730.91	\$ 312,332.62	\$ 2,376.27	\$ -	\$ -
August	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
September	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
October	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
November	2032	\$ 166,730.91	\$ -	\$ 2,376.27	\$ -	\$ -
December	2032	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
January	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
February	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
March	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
April	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
May	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
June	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
July	2033	\$ 171,732.84	\$ 321,702.60	\$ 2,447.56	\$ -	\$ -
August	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
September	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
October	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
November	2033	\$ 171,732.84	\$ -	\$ 2,447.56	\$ -	\$ -
December	2033	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
January	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
February	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
March	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
April	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
May	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
June	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
July	2034	\$ 176,884.82	\$ 331,353.67	\$ 2,520.98	\$ -	\$ -
August	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
September	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
October	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
November	2034	\$ 176,884.82	\$ -	\$ 2,520.98	\$ -	\$ -
December	2034	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
January	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
February	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
March	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
April	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
May	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
June	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
July	2035	\$ 182,191.36	\$ 341,294.28	\$ 2,596.61	\$ -	\$ -
August	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
September	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
October	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
November	2035	\$ 182,191.36	\$ -	\$ 2,596.61	\$ -	\$ -
December	2035	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
January	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
February	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
March	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -

		(a) Unpaid Rent	(b) Actual and/or Anticipated Unpaid Real Estate Taxes as additional rent	(c) Actual and/or Anticipated Unpaid Insurance Contribution as additional rent	(d) Actual and/or Anticipated Unpaid Water Charges as additional rent	(e) Actual and/or Anticipated Unpaid Violations and Penalties as additional rent
Month	Year					
April	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
May	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
June	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
July	2036	\$ 187,657.10	\$ 351,533.11	\$ 2,674.51	\$ -	\$ -
August	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
September	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
October	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
November	2036	\$ 187,657.10	\$ -	\$ 2,674.51	\$ -	\$ -
December	2036	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
January	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
February	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
March	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
April	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
May	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
June	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
July	2037	\$ 193,286.68	\$ 150,866.29	\$ 2,754.75	\$ -	\$ -
August	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
September	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
October	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
November	2037	\$ 193,286.68	\$ -	\$ 2,754.75	\$ -	\$ -
TOTAL DUE		\$ 32,373,988.56	\$ 4,788,978.72	\$ 483,026.68	\$ 33,881.13	\$ 33,871.94

GRAND TOTAL OF ALL
COLUMNS

\$ 37,713,747.03

Net Present Value	
Discount Rate	3.00%
\$28,167,132.03	